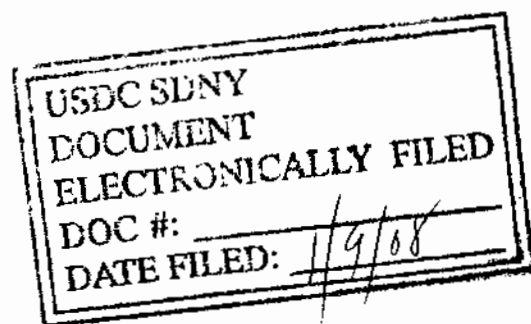


162288.2

Milton Springut (MS6571)  
 Tal S. Benschar (TSB0838)  
 KALOW & SPRINGUT LLP  
 488 Madison Avenue  
 New York, New York 10022  
 (212) 813-1600

Attorneys for Plaintiffs  
 Cartier International, N.V.  
 and Panerai, a division of Richemont N.A., Inc.



UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----X  
 CARTIER INTERNATIONAL, N.V. and :  
 PANERAI, a division of RICHEMONT, N.A., INC.: :

Plaintiffs, : :

v. : :

KARMALOOP, LLC; KARMALOOP BOSTON, :  
 LLC; GREGORY SELKOE and JOHN DOES :  
 1-20, : :

Defendants. :  
 -----X

Civil Action No:

07-CIV-6957 (LJP)

### FINAL JUDGMENT ON CONSENT

Plaintiffs Cartier International, N.V. and Panerai, a division of Richemont N.A., Inc., (collectively "Plaintiffs" or "Panerai") having filed a Complaint against, *inter alia*, defendants Karmaloop, LLC, Karmaloop Boston, LLC and Gregory Selkoe ("Defendant"), alleging that Defendants have committed trade dress infringement and unfair competition; Defendants have denied the allegations and the parties desiring to settle the controversy between them without any admission of liability and having entered into a Settlement Agreement for that purpose; and such Settlement Agreement providing for, *inter alia*, the entry of a Final Judgment Upon Consent; and for good cause shown; it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto that:

1. This Court has jurisdiction over the parties and over the subject matter hereof pursuant to 28 U.S.C. §§ 1331 and 1338.

2. Definitions.

A. The PANERAI LUMINOR TRADE DRESS shall mean that trade dress for watches depicted below, which is further described as having the following elements

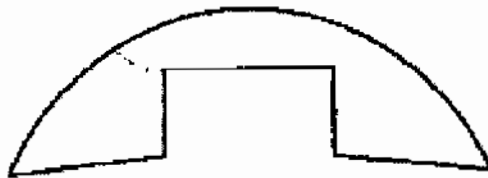
- (a) The watch case is large, at least 38 millimeters in diameter, and thick (*i.e.*, deep) as compared to most watches. The cushion-shaped case includes a round frame portion encompassing the watch dial which is surrounded by a square portion thereabout, the square portion having bowed-out sides and rounded corners. Each of the corners slopes downward (*i.e.*, away from the front of the watch), with the lowest point of the case being at the corner;
- (b) a round bezel which is beveled such that it slopes downward from the inside of the case to the outside and which surrounds the dial and is proximate to the edge of the case at the 3, 6, 9 and 12 o'clock positions, thus enhancing the effect of the lowering of the four corners of the case;
- (c) two pairs of thick, downwardly sloping extensions used to hold the watch strap;
- (d) the dial features oversized numerals and/or markers at the hour positions around the watch;
- (e) hands that are baton-shaped and luminescent;
- (f) an oversized round winding crown with tooth-like striations; and
- (g) a bridge that extends over the winding crown reaching above and below.



**PANERAI LUMINOR TRADE DRESS**

B. The PANERAI LUMINOR TRADE DRESS REGISTRATION shall reference United States Trademark Registration No. 3,178,943.

C. The PANERAI LUMINOR BRIDGE DESIGN MARK shall reference that configuration for a bridge cover for a watch crown which appears as follows:



**PANERAI LUMINOR BRIDGE DESIGN MARK**

D. The PANERAI LUMINOR BRIDGE DESIGN REGISTRATION shall reference United States Trademark Registration No. 2,323,571.

E. The trade dress designs referenced in definitions A and C are collectively referenced herein as the "PANERAI TRADE DRESS" and the registrations referenced in definitions B and D are collectively referenced herein as the "PANERAI REGISTRATIONS."

3. Defendants, their officers, agents, servants, and employees, and those in active concert or participation with them or any of them, as defined by Rule 65(d) of the Federal Rules of Civil Procedure, are permanently enjoined and restrained

- (a) From using in any manner the PANERAI TRADE DRESS or any one of them, alone or in combination with any other words or designs, in manner likely to cause confusion, deception, or mistake on or in connection with advertising, offering for sale or sale of any goods not manufactured by Panerai, or not authorized by Panerai to be sold in connection with such trade dress;
- (b) From representing, suggesting in any fashion to any third party, or performing any act that may give rise to the belief that Defendants, or any of their goods, are authorized or sponsored by Panerai; and
- (c) From passing off, inducing or enabling others to sell or pass off any watches as products produced by Plaintiffs that are not in fact genuine Panerai goods, or not produced under the control and supervision of Panerai and approved by Panerai.

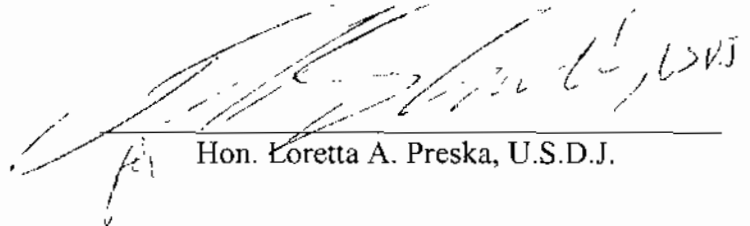
4. The Settlement Agreement contains a provision for a monetary award, which obligation is incorporated herein. No other payment to either party is made herein and all parties are to otherwise bear their own costs and attorney's fees.

5. The exclusive jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof, and the enforcement of any provisions of the Settlement Agreement entered into between the parties. Any motion or proceedings under this Paragraph 5 shall be venued in the United States District Court for the Southern District of New York, and the parties consent to this Court's venue and personal jurisdiction for any such motion or proceeding under this Paragraph 5.

6. This Final Judgment On Consent shall be binding on the parties, and their successors and assigns. This Final Judgment On Consent shall be freely assignable to the fullest extent permitted by law.

7. This Final Judgment shall be deemed to have been served upon Defendants at the time of its execution by the Court.

Dated: 1-09-08, 2007


  
Hon. Loretta A. Preska, U.S.D.J.

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto or in such other form as the Court may approve.

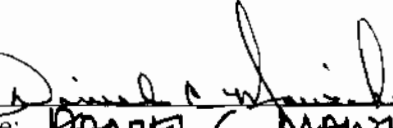
CARTIER INTERNATIONAL, N.V.

Dated: December \_\_, 2007

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PANERAI, a division of RICHMONT,  
NORTH AMERICA, INC.

Dated: December \_\_, 2007

By:  \_\_\_\_\_  
Name: DANIEL C. NAWYKE  
Title: PRESIDENT/CEO

KARMALoop, LLC

Dated: December \_\_, 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KARMALoop BOSTON, LLC

Dated: December \_\_, 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GREGORY SELKOE

Dated: December \_\_, 2007

By: \_\_\_\_\_

CONSENT

The undersigned hereby consent to the entry of a Final Judgment Upon Consent in the form annexed hereto or in such other form as the Court may approve.

CARTIER INTERNATIONAL, N.V.

Dated: December \_\_, 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

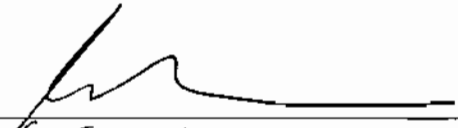
PANERAI, a division of RICHMONT,  
NORTH AMERICA, INC.

Dated: December \_\_, 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

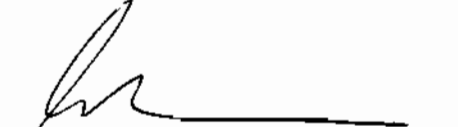
KARMALLOOP, LLC

Dated: December 8, 2007

By:   
Name: Gary Sene  
Title: CEO

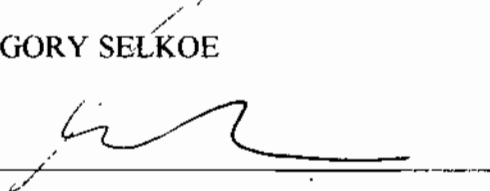
KARMALLOOP BOSTON, LLC

Dated: December 8, 2007

By:   
Name: Gary Sene  
Title: CEO

GREGORY SELKOE

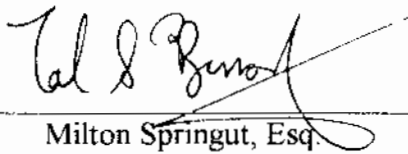
Dated: December 8, 2007

By: 

Approved as to form:

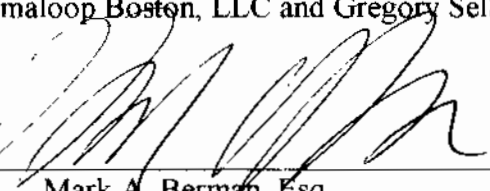
KALOW & SPRINGUT LLP  
488 Madison Avenue  
New York, New York 10022  
Tel: (212) 813-1600  
Fax: (212) 813-9600  
Counsel for Plaintiffs  
Cartier International, N.V. and Panerai, a  
division of Richemont, N.A., Inc.

Jan. 8, 2008  
Dated: ~~December~~ 2007

By:   
Milton Springut, Esq.  
Tal S. Benschar, Esq.

GANFER & SHORE LLP  
360 Lexington Avenue  
New York, New York 10017  
Tel: (212) 922-9250  
Fax: (212) 922-9335  
Counsel for Defendants Karmaloop, LLC;  
Karmaloop Boston, LLC and Gregory Selkoe

Dated: December 7, 2007

By:   
Mark A. Berman, Esq.